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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

In re

PROFESSIONAL FINANCIAL
INVESTORS, INC., *et al*,

Debtors.

Case No. 20-03064
(Jointly Administered)

Chapter 11

MICHAEL GOLDBERG,
TRUSTEE OF THE PFI TRUST,

Plaintiff,

v.

US PERFORMING ARTS CAMPS,

Defendant.

AP Case No. 22-03085

**MOTION FOR ORDER
AUTHORIZING WITHDRAWAL OF
COUNSEL**

Date: September 7, 2023

Time: 2:00 p.m.

Place: Telephonic/ Videoconference
Courtroom 19

450 Golden Gate Avenue

16th Floor

San Francisco, CA

Judge: Hon. Hannah L. Blumenstiel

PLEASE TAKE NOTICE that Matthew D. Metzger, Belvedere Legal, P.C., (the “Firm”) counsel for the US PERFORMING ARTS, the above-captioned Defendant (the “Defendant”), hereby moves for an order authorizing withdrawal of counsel (the “Motion”), pursuant to 9013-1, 9013-2, 9013-3, and 7007-1 of the Bankruptcy Local Rules. The Motion is based on the *Declaration of Matthew D. Metzger in Support of Motion for Order Authorizing Withdrawal of Counsel* (“Metzger Decl.”) filed herewith and incorporated herein.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. RELEVANT FACTS**

3 The Defendant has not paid for all invoices for past legal services. It appears that the
4 Defendant also is unable to pay a future retainer to reimburse the Firm for future time and
5 expenses necessary for trial preparation. Metzger Decl. ¶¶ 2-3. A pre-trial conference is
6 scheduled for December 7, 2023 and trial is scheduled for December 22, 2023. Dkt. # 12. The
7 Firm has filed the Motion in early August 2023 to allow the Defendant as much as time as
8 possible to locate replacement counsel before the December trial date. *Id.* ¶ 7.

9 **II. ARGUMENT**

10 Pursuant to Rule 11-5 (a) of the Local Civil Rules in force in the Northern District of
11 California, “counsel may not withdraw from an action until relieved by order of Court after
12 written notice has been given reasonably in advance to the client and to all other parties who
13 have appeared in the case.” Furthermore, California’s professional ethics Standing Committee
14 has opined that “Attorney may not withdraw absent either client consent or a court order. (Code
15 Civ. Proc., § 284; rule 3-700(A)(1))” and, when seeking leave of court to withdraw as counsel, it
16 will “. . . ordinarily...be sufficient [for an attorney] to say only words to the effect that ethical
17 considerations require withdrawal.” Formal Opinion No. 2015-192.

18 Rule 1.16(b)(5) of the California Rules of Professional Conduct provide that a lawyer may
19 withdraw from representing a client if “the client breaches a material term of an agreement with,
20 or obligation, to the lawyer relating to the representation, and the lawyer has given the client a
21 reasonable warning after the breach that the lawyer will withdraw unless the client fulfills the
22 agreement or performs the obligation.” Additionally, Rule 1.16(b)(6) also authorizes permissive
23 withdrawal where the client “. . . knowingly and freely assent to termination of the
24 representation.”

25 Here, the Defendant has breached the Firm’s legal services contract. The Firm also cannot
26 prepare for time and expenses of trial and any dispositive motion work without a retainer in place.

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Dated: August 4, 2023

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